

# U.S. Department of Labor

Office of Administrative Law Judges  
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**Issue Date: 08 January 2003**

CASE NO.:	2002-LHC-01341	2002-LHC-01346
	2002-LHC-01342	2002-LHC-01347
	2002-LHC-01343	2002-LHC-01348
	2002-LHC-01344	2002-LHC-01349
	2002-LHC-01345	

OWCP NO.:	01-151136	01-154647
	01-075437	01-154648
	01-138567	01-154649
	01-154645	01-154650
	01-154646	

In the Matter of

**NORMAND H. CROTEAU**  
Claimant

v.

**BATH IRON WORKS CORPORATION**  
Employer/Self-Insured

## **DECISION AND ORDER APPROVING SETTLEMENT**

This matter arises from a claim filed by Normand H. Croteau (the "Claimant") under the Longshore and Harbor Workers' Compensation Act, as amended, 33 U.S.C. §901 *et seq.* (the Act), seeking compensation and medical care for numerous injuries to his hands, knees, head, neck, eyes, fingers, chest, groin, hearing loss, and related bodily parts allegedly sustained on April 26, 1993, December 16, 1993, April 13, 1995, June 11, 1995, September 11, 1996, July 29, 1997, January 8, 1998, and February 1, 2000, while in the course of his employment by Bath Iron Works Corporation ("BIW").

While the claim was pending before the Office of the District Director, Office of Workers' Compensation Programs ("OWCP"), the parties submitted a proposed settlement for the District Director's approval pursuant to Section 8(i) of the Act. Thereafter, the District Director issued an order denying approval of the proposed settlement. However, the file does not contain the denial letter and the accompanying reasons for such denial. The Claimant filed a pre-hearing statement, and the District Director referred the matter to the Office of Administrative Law Judges on March 4, 2002.

A hearing was scheduled for December 11, 2002 at 11:00 a.m. in Portland, Maine.

On the appointed date and time of the scheduled hearing the parties appeared and submitted the attached Application for Approval of Settlement, Stipulation of Facts; Settlement Agreement (designated as Joint Exhibit 1), the terms of which are fully incorporated herein by reference. Employer's counsel stated on the record that the instant matter had been litigated concurrently under the State of Maine Workers' Compensation Act and a settlement agreement had been approved under that act as being "in the best interests of the employee." Further, Employer's counsel represented that the instant matter primarily concerned a knee injury over which there was a significant dispute as to whether the injury was work-related. Employer's counsel represented that the previous settlement application under the Act had been denied by the District Director because the proposed settlement did not provide for the Claimant's hearing loss claim. Employer's counsel asserts that the settlement agreement approved under the State of Maine Act included compensation for the hearing loss sustained by Claimant due to an acute injury in 1983. Indeed, the Employer's counsel avers that there was a claim over the 1983 hearing loss injury that has been paid by the carrier, Liberty Mutual Insurance Company. In addition, Liberty Mutual remains responsible for any medical care and additional compensation necessary under Section 7 of the Act.

On the basis of the totality of the record including the parties' stipulation, and considering the substantial factual, legal and medical issues which are in controversy, and in view of the uncertainties of litigation, I have concluded after considering the criteria set forth in 20 CFR §702.243(f) that the proposed settlement is adequate and that it was not procured by duress.

Counsel to the Claimant has not applied for attorney fees and expenses incurred in connection with the successful prosecution of this claim. The parties represent that a lump sum settlement agreement has been submitted to the State of Maine Workers' Compensation Board for approval and that attorney fees have been paid in full pursuant to the State of Maine Workers' Compensation Act and thus, no additional fees are requested in conjunction with this application.

Accordingly, I will enter the following order approving and implementing the terms of the parties' settlement:

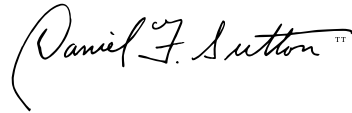
### **ORDER**

**IT IS ORDERED** that the proposed settlement be, and the same is, hereby **APPROVED** pursuant to the provisions of 33 U.S.C. §908(i)(1) and (3) as set forth below.

#### **IT IS FURTHER ORDERED THAT:**

- (1) the Employer shall pay directly to the Claimant, Normand H. Croteau, the lump sum of \$55,000.00; and

- (2) Any amounts paid to the Claimant pursuant to settlement for the same injuries under the State of Maine Workers' Compensation Act shall constitute a credit pursuant to 33 U.S.C. §903(e) of the Act against the settlement owed pursuant to any Order approving this Stipulation and Settlement Agreement.

A handwritten signature in black ink that reads "Daniel F. Sutton" with a small trademark symbol (TM) at the end.

**DANIEL F. SUTTON**  
Administrative Law Judge

Boston, Massachusetts  
DFS:cmm

Attachment: Joint Exhibit 1 (Application for Approval of Agreed Settlement and Stipulation of Parties)